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LEGAL SERVICES AGREEMENT

PARTIES. THIS AGREEMENT is made this **3rd day of November 2022** between The Valley Law Group, PLLC. (“Firm”) and Client:

Name: Tom Crosby, Ann English, and Peggy Judd on behalf of Cochise County Board of Supervisors
Address: 100 Quality Hill Road, Bisbee, Arizona 85603
Cellular Phone: (520)255-5155
Email: rkarwaczka@cochise.az.gov

SERVICES. Client has contracted with Firm to represent Client regarding **CV2022-00518** and no other matter.

LEGAL FEES: You will pay firm **\$10,000.00** as the initial deposit/retainer for the representation described in this agreement. In payment of this initial deposit, Client agrees that they understand the following:

1. This fee entitles Client to approximately **25-43.48** hours of work, depending on the attorney assigned and the rates described on page four (4).
2. This fee will be deposited into firm trust account, and billed against bases upon the hourly rates incurred as more fully described by the rate sheet on page four (4).
3. This fee is not a representation of the total/final cost of Client’s case. Rather, it is the minimum deposit Firm is requiring in undertaking representation of Client.
4. If at any point the initial deposit is depleted during the course of Firm’s representation of Client, Client agrees to pay the hourly rates for the services performed. Additionally, Firm may at its discretion require an addendum to the Legal Services Agreement for payment of an additional deposit to continue representation of Client.

THIRD-PARTY FEES AND OTHER EXPENSES/COSTS.

1. **Court Filing Fee.** In order to initiate your case and/or appear in any initiated case against you, the Court will require a filing/appearance fee of **TBD**. This fee must be paid by Client prior to the Firm filing their appearance on your behalf and will be IN ADDITION to the Hybrid fee outlined above.
2. **Process Server.** Your case may require the use of a private process server to serve legal documents upon the opposing party. You agree to pay the actual cost(s) of the process server. Process server fees will not be advanced by the Firm.

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Initials

3. **Third-Party Costs.** There may be certain third-party costs that are the direct responsibility of Client. This may include but are not limited to: expert witness fees, deposition costs, subpoena production fees, private investigation fees, consulting fees, transcript fees, document certification fees, etc. Firm will not incur these fees without prior approval and payment of these fees/costs by Client.

GUARANTEES. Client acknowledges that Firm has explained that there has been no guarantees made as to any phase or final disposition of Client's case. All expressions relative to the case are opinions only, based on information provided by Client. Moreover, Client acknowledges and understands they may have initially met with a non-attorney representative of the Firm. However, Client acknowledges through their signature below that Firm gave Client an opportunity to discuss the terms of this Agreement and services with an attorney of Firm prior to execution of this Agreement.

EQUITABLE LIEN. Client hereby gives Firm a lien on all claims, causes of action, property (real and personal), involved in the controversy, as security for and/or payment of Attorney/Firm fees and costs incurred in representing Client.

WITHDRAWAL AS ATTORNEY OF RECORD. If Client's account is delinquent and/or fees otherwise outlined by this agreement are not paid, firm shall have the right to suspend services immediately and shall have the right to withdraw, with Court approval, from further representation.

BINDING ARBITRATION. If Client believes any portion of their bill is not reasonable, considering all the factors involved, then the matter shall be submitted to binding arbitration with the Arizona State Bar Association.

RECORDATION OF TELEPHONE CALLS. Client expressly consents to recordation of all phone calls between client (and/or Client's representative) and Firm.

THIRD-PARTY COMMUNICATION. All discussions regarding the legal status and strategy of Client's case will only be discussed with Client unless Client gives written consent otherwise.

FIRM POLICY AND STAFF RATES. It is the Firm's policy to utilize attorneys, paralegals, legal assistants, law clerks, and other Firm support staff in an effort to minimize the costs in representing Client. Client agrees that Firm can at its own discretion, utilize any of the Firm staff to represent Client, at any time during their matter. Minimum billing increments for any services rendered by Firm staff is 0.2 or two-tenth (2/10) of an hour. The hourly rates of Firm staff are as follows:

Firm Staff	Hourly
Ryan Reppucci (Attorney)	\$400.00
Jonathan Roeder (Attorney)	\$350.00
Cory Keith (Attorney)	\$325.00
Bryan Blehm (Attorney)	\$325.00
Nina Edidin (Attorney)	\$295.00
Katelyn Morgan (Attorney)	\$275.00
Stephen Martin (Attorney)	\$275.00
Andrea Crawford (Attorney)	\$275.00
Blake Holliday (Attorney)	\$250.00
Barbara Stansil (Attorney)	\$230.00
Salisha Rigsbee (Attorney)	\$230.00
Elda Garcia (Office Manager)	\$165.00
Isabel Sissel (Paralegal)	\$175.00
Karen Swyers (Paralegal)	\$165.00

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Alba Romero (Paralegal)	\$165.00
Jolita Bennett (Paralegal)	\$165.00
Cherrie Ann Lapig (Paralegal)	\$150.00
Lauren Whisler (Paralegal)	\$150.00
Tyler McClure (Paralegal)	\$150.00
Jessa San Andres (Paralegal)	\$150.00
Jessica Garcia (Legal Assistant)	\$150.00
Ludwig Alvarado (Client Care Specialist)	\$110.00
Of Counsel/Coverage (Attorney(s))	\$200-\$300

Client has read the foregoing Legal Services Agreement and understands all terms and responsibilities. Client's signature below indicates complete agreement to all the terms of the foregoing Agreement. This Agreement contains all the terms of the financial arrangement between Firm and Client and can only be modified in writing signed by both Parties.

If you feel that we have made any promise or representation that you want to become part of this Agreement, or on which you are relying in entering into this Agreement, list it here and we will discuss it before proceeding:

By: _____
Firm Agent Signature

By: **Richard G. Karwaczka**
Client Name (Printed) Title

By: *Richard Karwaczka*
Richard Karwaczka (Nov 3, 2022 12:30 PDT)
Client Signature

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Initials






Service Agreement

Final Audit Report

2022-11-03

Created:	2022-11-03
By:	Elda Garcia (elda@attorneys-arizona.com)
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Transaction ID:	CBJCHBCAABAAAHiJEJp2mlz4xP9b_yWTTkx-v9kD8zfW

"Service Agreement" History

-  Document created by Elda Garcia (elda@attorneys-arizona.com)
2022-11-03 - 3:39:48 PM GMT- IP address: 38.142.104.66
-  Document emailed to Richard Karwaczka (rkarwaczka@cochise.az.gov) for signature
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